Case 17-11478-mdc Doc 40 Filed 06/29/18 Entered 06/30/18 01:00:49 Desc Imaged

Certificate of Notice Page 1 of 3 Eastern District of Pennsylvania

In re: Marisol Baez-Neris Debtor

Case No. 17-11478-mdc Chapter 13

CERTIFICATE OF NOTICE

District/off: 0313-2

User: Virginia Form ID: pdf900

Page 1 of 1 Total Noticed: 1 Date Rcvd: Jun 27, 2018

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Jun 29, 2018.

db +Marisol Baez-Neris, 2956 Gaul Street, Philadelphia, PA 19134-4337

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center. NONE. TOTAL: 0

***** BYPASSED RECIPIENTS *****

NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jun 29, 2018 Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on June 27, 2018 at the address(es) listed below:

BRIAN CRAIG NICHOLAS on behalf of Creditor Pennsylvania Housing Finance Agency bnicholas@kmllawgroup.com, bkgroup@kmllawgroup.com

KEVIN G. MCDONALD on behalf of Creditor Pennsylvania Housing Finance Agency bkgroup@kmllawgroup.com

LEON P. HALLER on behalf of Creditor Pennsylvania Housing Finance Agency lhaller@pkh.com, dmaurer@pkh.com;mgutshall@pkh.com

SEAN P. MAYS on behalf of Debtor Marisol Baez-Neris sean@maysfirm.com

United States Trustee USTPRegion03.PH.ECF@usdoj.gov
WILLIAM C. MILLER, Esq. ecfemails@ph13trustee.com, philaecf@gmail.com

TOTAL: 6

IN THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Marisol Baez-Neris	<u>Debtor</u>	CHAPTER 13
PENNSYLVANIA HOUSING FINANCE AGENCY		
1.02.101	Movant	NO. 17-11478 MDC
VS.		
Marisol Baez-Neris		
	<u>Debtor</u>	11 U.S.C. Section 362
William C. Miller Esq.	_	
	<u>Trustee</u>	

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is \$9,294.82, which breaks down as follows;

Post-Petition Payments:

September 2017 to October 2017 at \$1,112.00/month

November 2017 to April 2018 at \$1,135.00/month

Late Charges:

\$28.98/month from August 2017 through April 2018

Total Post-Petition Arrears

\$9,294.82

- 2. The Debtor shall cure said arrearages in the following manner:
- a). Within seven (7) days of the filing of this Stipulation, Debtor shall file an Amended Chapter 13 Plan to include the post-petition arrears of \$9,294.82.
- b). Movant shall file an Amended or Supplemental Proof of Claim to include the post-petition arrears of \$9,294.82 along with the pre-petition arrears;
- c). The new 410A form for a Proof of Claim shall not be required for this Amended or Supplemental Proof of Claim.
- 3. Beginning with the payment due May 1, 2018 and continuing thereafter, Debtor shall pay to Movant the present regular monthly mortgage payment of \$1,135.00 (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month).
- 4. Should Debtor provide sufficient proof of payments made, but not credited (front & back copies of cancelled checks and/or money orders), Movant shall adjust the account accordingly.

- 5. In the event the payments under Section 3 above are not tendered pursuant to the terms of this stipulation, Movant shall notify Debtor and Debtor's attorney of the default in writing and the Debtor may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor should fail to cure the default within fifteen (15) days, Movant may file a Certification of Default with the Court and the Court shall enter an Order granting Movant immediate relief from the automatic stay and waiving the stay provided by Bankruptoy Rule 4001(a)(3).
- 6. If the case is converted to Chapter 7, Movant shall file a Certification of Default with the Court and the Court shall enter an order granting Movant relief from the automatic stay.
- 7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.
- 8. The provisions of this stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.
 - 9. The parties agree that a facsimile signature shall be considered an original signature.

Date:	April 30, 2018	By: <u>/s/ Kevin G. McDonald, Esquire</u> Kevin G-McDonald, Esquire
Date:_	6/21/6	Sean P. Mays Attorney for Debtor
		6/26/19
Date:_	6/20/10	Jacqueline I Charles
	v p	/William C/Miller 400 D0 5 ()
	à	Attorney without prejudice to any
		trustee rights or remedies
A marior	red by the Count this 27th day of	luno 2018. However the court

Magdelin D. Colem

Bankruptcy Judge Magdeline D. Coleman

retains discretion regarding entry of any further order.